



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION
Citystate Centre Building, 709 Shaw Boulevard, Pasig City
Healthline 441-7444 www.philhealth.gov.ph



PHILHEALTH CIRCULAR

No. 038 s. 2012

**TO: ALL HEALTH INFORMATION TECHNOLOGY PROVIDERS
SPECIALIZING IN ONLINE INFORMATION SYSTEMS, PHILHEALTH
REGIONAL OFFICES AND LOCAL HEALTH INSURANCE OFFICES,
INSTITUTIONAL HEALTH CARE PROVIDERS AND OTHER
STAKEHOLDERS**

SUBJECT: Accreditation of Health Information Technology Providers

I. RATIONALE

Republic Act 8792 (e-Commerce Act of 2000) mandates all government agencies to transact government business and perform government functions using electronic data messages or electronic documents. It provides for the legal recognition of electronic documents, data messages, electronic signatures, and electronic contracts, among others. It also sets the framework and environment for the PhilHealth eClaims Project (PhilHealth Circular No. 14, s. 2011).

As a strategic instrument to improve efficiency of health insurance transactions under the government's thrust to achieve Universal Health Care for all Filipinos, PhilHealth is initiating a paperless online claims transaction system called eClaims system. Vital to this innovation is the partnership engagement of health information technology providers (HITP) to ensure that Institutional Health Care Providers (IHCs) are able to connect to and utilize this electronic system.

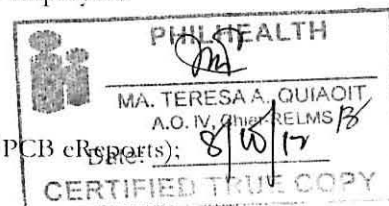
II. COVERAGE

This program policy shall be open to participation by duly-registered companies and corporations interested in being accredited by PhilHealth as a Health Information Technology Provider (HITP). To be a HITP, they have to meet the following criteria:

- at least 60 % Filipino-owned information technology service company operating and maintaining a data center physically located in the Philippines;
- experienced in providing health information systems for health facilities for at least 3 years;
- able to comply with PhilHealth standards for electronic transactions;
- an organization NOT owned by or registered under a particular health maintenance organization, or a single institutional health care provider (IHC); and,
- in good payment standing with PhilHealth on premium contributions of its employees.

III. GENERAL RULES

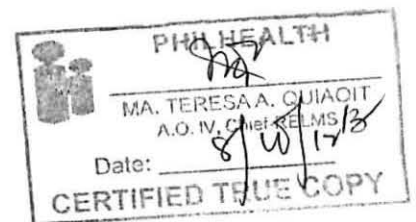
- HITPs shall provide, as minimum utility services to IHCs, the following:
 - an application front-end for the utility applied (i.e., eClaims/Z-Claims/PCB eReports);
 - an after sales service (helpdesk) and/or consulting services;
 - capability building for IHC personnel;
 - assistance to IHCs in acquiring digital certificates through the designated certificate authority for authentication;
 - secure data storage back-end; and,
 - provision of a leased line to PhilHealth for purposes of transmitting electronic messages
- A HITP applicant may opt to be accredited for the following claims transaction utility services:
 - eClaims utility and/or Z-Claims – an online claims transaction service, consisting of member verification for eligibility, claims submissions, and claims tracking, that will be used for patients confined in hospitals and other accredited health facilities that admit patients;
 - PCB eReports utility – an online data aggregation service that accepts electronic reports from facilities such as health centers/rural health units (HC/RHU) and outpatient departments (OPD) of municipality/provincial health offices and government hospitals; and,



- c. other future electronic utility services as determined by the Corporation.
- 3. HITPs may market and sell their services to IHCPs only after the issuance of the Certificate of Accreditation.
- 4. HITPs shall not collect fees from their client IHCPs over and above PhilHealth-prescribed rates for the basic services provided above.
- 5. Accredited HITPs shall update their systems, consistent with PhilHealth issuances.
- 6. The Department of Health – Information Management Service is considered prequalified (part I) and shall not be charged the processing fee, but shall be subject to submission of the Business Agreement and the Conformance and Compliance Testing (Part II).
- 7. All communications shall be via electronic mail or through online portals as prescribed by PhilHealth.

IV. ACCREDITATION PROCESS

- a. The processing of initial applications shall consist of two (2) parts, namely: (Annex A)
- b. Part I – Pre Qualification – consists of document review and evaluation
- c. Part II – Conformance and Compliance Testing – consists of systems design, execution and demonstration based on the specifications and standards provided by PhilHealth
- 2. Part I – Pre Qualification
 - a. An applicant shall send a letter of intent (LOI) electronically to hitpac@philhealth.gov.ph addressed to: the President and CEO, PhilHealth.
 - b. Two (2) sets of hard copies of the following documentary requirements submitted to the (no applications shall be accepted by mail): HITPAC Secretariat, eClaims Unit, Room 1802, 18th Floor, Citystate Centre Bldg. 709 Shaw Blvd., Brgy. Oranbo, Pasig City.
 - i. Duly accomplished HITP Data Record (Annex B)
 - ii. Proof of payment of processing fee
 - iii. A duly notarized company portfolio, which must include, among others, the following information:
 - 01. nature of the business;
 - 02. ownership and location;
 - 03. organizational structure and human resource complement;
 - 04. names and credentials of key people in the organization (management and project personnel); including Board of Directors, if applicable; and
 - 05. Tax Identification Number (T.I.N.)
 - iv. Notarized Certification of ongoing and completed IT systems project contracts with government and private IHCPs (including contracts awarded in its favor even if not yet started), signed by the company owner or his duly authorized representative. The certification shall specify the following:
 - 01. status of the contract (whether ongoing, completed or awarded but not yet started);
 - 02. name of contract;
 - 03. date of contract;
 - 04. scope of services provided;
 - 05. amount of contract and value of outstanding contracts;
 - 06. expected date of delivery; and
 - 07. end-user acceptance, if completed.
 - v. Registration certificate (whichever is applicable)
 - 01. Department of Trade and Industry (DTI)
 - 02. Securities and Exchange Commission (SEC)
 - 03. Cooperative Development Authority (CDA);
 - vi. Business Permit/License from the Mayor's Office, issued by the city or municipality where the principal place of business of the HITP applicant is located. In case the permit is for renewal and under process, permit of the previous year and the Official Receipt of the application for renewal shall be submitted;
 - vii. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR), for the preceding calendar year, or as of a date not exceeding one (1) year prior to application;
 - viii. Proof of paid-up capital (with not less than PhP500,000 capitalization).
 - c. A duly signed Business Agreement (Annex C) in triplicate (3) copies shall also be submitted together with the documentary requirements.



- d. The Secretariat shall then issue an "order for payment" to the applicant to pay the processing fee.
 - e. A non-refundable processing fee of **Ten Thousand Pesos (PhP10,000)** shall be charged for **each type of utility service** applied for. The fee shall be paid, directly at the Cashier's Office of PhilHealth Head Office, located at the 16th Floor, Citystate Centre Bldg. 709 Shaw Blvd., Brgy. Oranbo, Pasig City. For dated checks: checks should be made payable to "Philippine Health Insurance Corporation".
 - f. A soft copy of all the documents must also be emailed to the **hitpac@philhealth.gov.ph**.
 - g. Applicants that pass Pre Qualification Determination shall be duly notified through e-mail that they are eligible to advance to the Conformance and Compliance Testing (Part II).
 - h. Applicants with deficiencies shall be notified through e-mail and shall be given thirty (30) days within which to comply from receipt of the deficiency notice. Applications that still remain deficient/non-compliant shall be denied.
3. Part II – Conformance and Compliance Testing
 - a. Pre-qualified applicants shall be convened for an orientation and provided with the PhilHealth Implementing Guide of the claims transaction service it is applying for.
 - b. The applicants shall be given a maximum of sixty (60) days from date of orientation to develop and test their prototype against a standard environment.
 - c. The Corporation shall conduct supervised testing for applicants who are ready for demonstration. HITP applicants who pass the conformance and compliance testing shall be recommended for approval by the HITPAC to the PCEO. The applications of those who do not pass the demonstration within the prescribed period shall be deemed denied.
 4. The Certificate of Accreditation (CA) duly signed by the HITPAC Chair and the PhilHealth PCEO shall be issued to applicants who pass the foregoing
 5. The CA shall be valid for one year as will be indicated therein.
 6. The list of accredited HITPs shall be posted in the PhilHealth website, for reference by IHCPs. PhilHealth may also publish the names of accredited HITPs in a newspaper of general circulation.
 7. Prior to actual engagement with IHCPs, accredited HITPs shall undergo an orientation on the policies and procedures of PhilHealth membership, contribution, and claims processing.

V. DENIED APPLICATIONS

1. Denied applicants shall be duly notified.
2. Denied applications shall not be subject to motions for reconsideration.
3. Denied applicants may apply again, undergoing the entire process, when the application period is reopened.

VI. MONITORING AND EVALUATION OF ACCREDITED HITPS

1. HITP must participate in an online forum prescribed by PhilHealth for interaction among HITPs, IHCPs and PhilHealth.
2. Performance of all accredited HITPs shall be monitored during the accreditation period. HITPs with violations documented during monitoring shall be notified and given fifteen days to correct. Thereafter, persistent violation shall be referred to the HITPAC for action.
3. Complaints from IHCPs subscribing to HITPs shall be subjected to evaluation and validation, the results of which shall be elevated to the HITPAC.
4. Accredited HITPs shall recognize the authority of PhilHealth to conduct visits, regular audit, and/or administrative assessment(s) at any time, extend due courtesy/cooperation thereto.

VII. TRANSITION CLAUSE

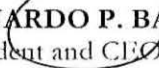
1. A call for applications of HITPs shall be announced through publication in a newspaper of general circulation and in the PhilHealth website.
2. PhilHealth may expand or limit the number of HITPs based on monitoring and review, and according to needs.
3. All other matters not provided for in this circular shall be covered by succeeding issuances.



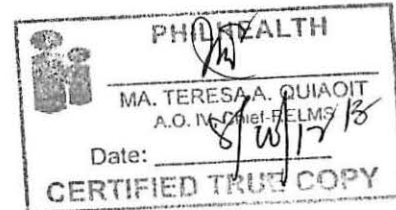
VIII. EFFECTIVITY

This Circular shall take effect fifteen (15) days after publication in any newspaper of general circulation and shall be deposited thereafter with the National Administrative Register at the University of the Philippines Law Center.

For the information and guidance of all concerned.

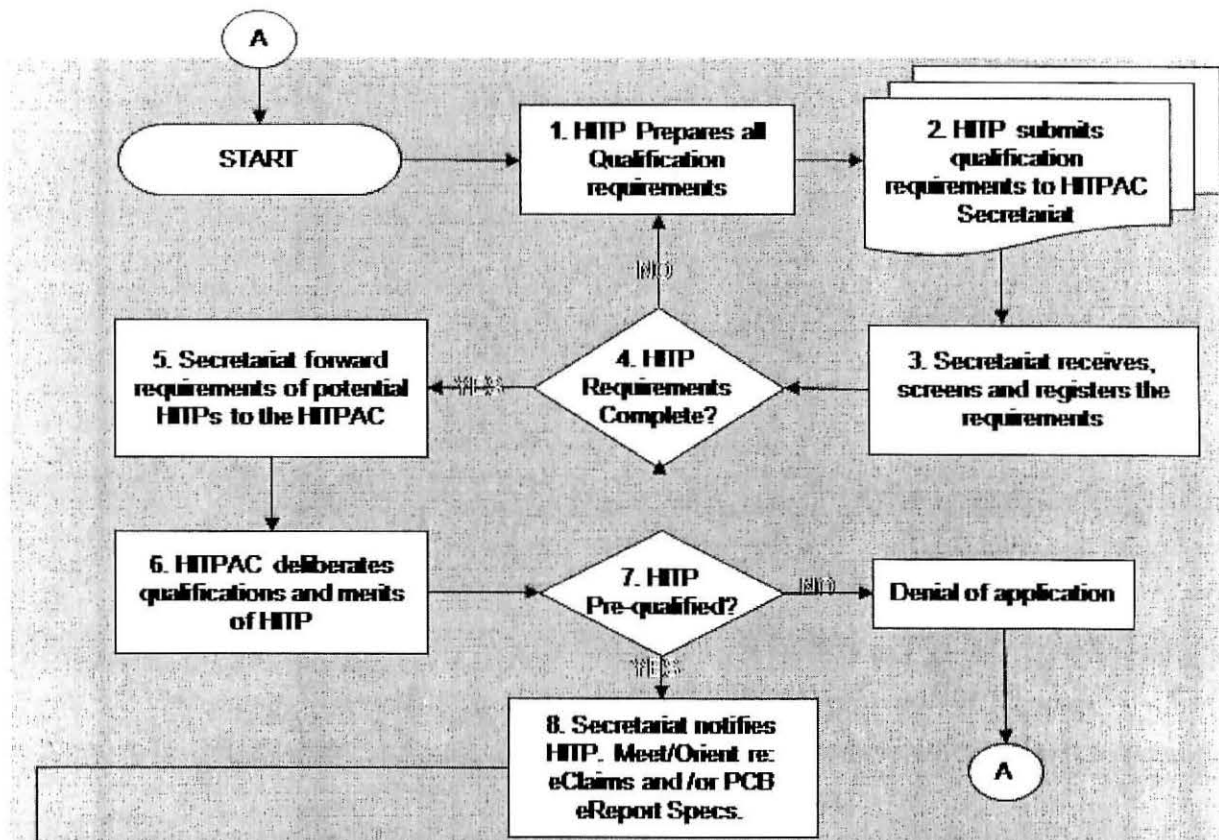

EDUARDO P. BANZON, MD
President and CEO

8/9/2022

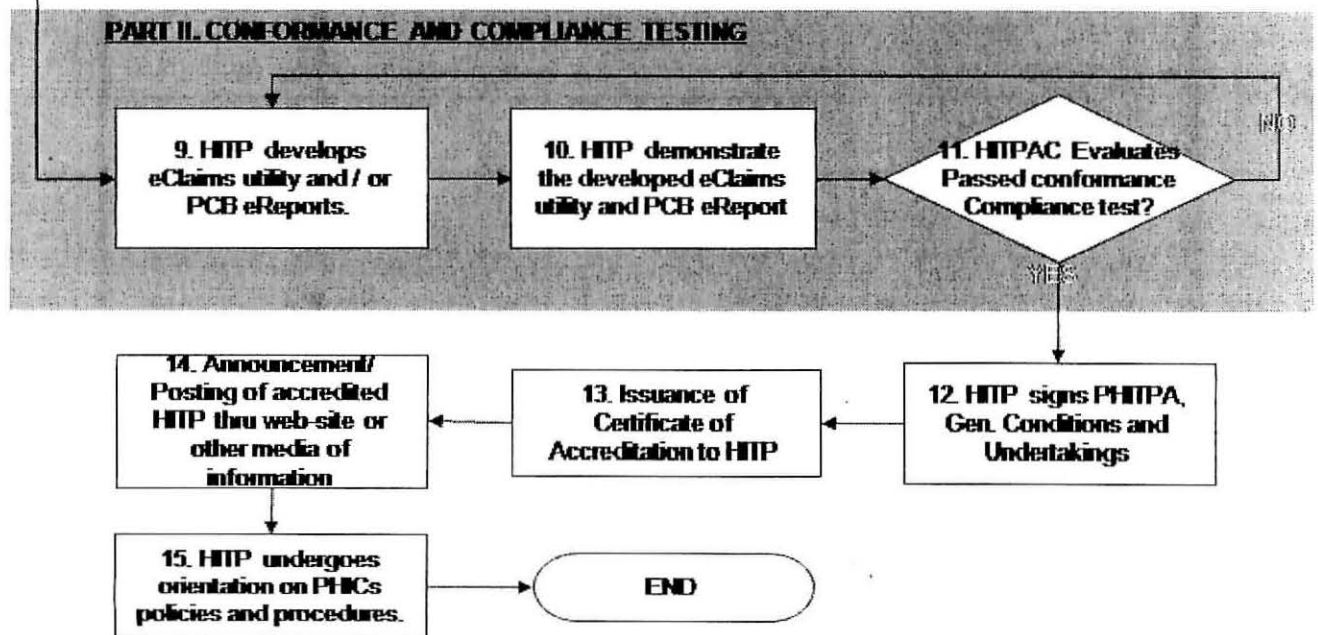


HITP Accreditation Process Flow

PART I. PRE - QUALIFICATION



PART II. CONFORMANCE AND COMPLIANCE TESTING





**HEALTH INFORMATION TECHNOLOGY PROVIDER APPLICATION FORM
(HITP DATA RECORD)**

Reference No. _____

THE PRESIDENT AND CEO
Philippine Health Insurance Corporation
Pasig City, Philippines

Sir/Madam:

I, _____, of legal age and holding the position of _____,
and being the duly authorized representative, to act for and on behalf of _____
(Name of Company)
hereby applies for accreditation as provided for under PhilHealth Circular No. _____s.2012.

In this connection, I submit the following pertinent information and documentary requirements.

Company Name: _____

Business Address : _____

Phil Health Employer Number (PEN); _____

Telephone No: _____ Fax No.: _____

Company website (URI): _____ eMail Address: _____

Name of Head of Office: _____

Nature of Business: _____

No. of years in the business : _____ IT Society Affiliation (if any): _____

Electronic Services applied for:

☐ eClaims utility for IHCPs ☐ other eUtility Services (pls specify) _____

☐ PCB eReports

I declare, under the penalties of perjury, that the information declared and contained in this and the other documents submitted herewith are true and correct, and that the documentary attachments are authentic and were duly issued

Authorized representative's signature over printed name

*****FOR PHILHEALTH USE ONLY*****

Accreditation No. _____

Remarks: _____

Date Received: _____

By: _____

Date Evaluated: _____

By: _____

Phil Health OR No.: _____

Date Paid: _____

Amount Paid: _____

ANNEX C

BUSINESS AGREEMENT DESCRIPTION OF PROGRAM ENGAGEMENT

This Agreement is made and entered into by and between:

The Philippine Health Insurance Corporation ("PhilHealth") and the
____ ("HITP")

I. GENERAL PROVISIONS

A. Purpose and Intent

HITP has agreed to perform certain services for or in behalf of PhilHealth, which service may involve the creation, maintenance, use, transmission or disclosure of protected information. This Agreement subscribes to the parties' agreement for services and is intended and shall be interpreted so as to satisfy the requirements for HITP contracts as set forth in PhilHealth Circular No. ____ series 2012 on _____, Republic Act 8792 (E-Commerce Law), and Executive Order 810 (Institutionalizing the Certification Scheme of Digital Signatures and Directing the Application of Digital Signatures in e-Government Services). HITP hereby agrees to comply with the applicable provisions of PhilHealth Circular No. ____ s. _____. The HITP shall assist PhilHealth, through its compliance with the following terms and conditions:

B. Definition of Terms

HITP – a third party information technology provider that has met the minimum requirements of PhilHealth for managing transactions between institutional health care providers (IHCP) and PhilHealth for the purpose of providing services to both, and who handles or discloses Personal Health Information or Personal Health Records

Data center – a centralized physical repository for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business

Standards – a set of specifications which should be complied with in order to communicate effectively with another system.

C. Obligations and Undertakings of HITP

1. **Basic services.** HITP agrees to provide IHCPs with the following minimum services:
 - a. an application front-end for the utility applied (eClaims/Z-Claims/PCB eReports);
 - b. an after sales service (helpdesk) and/or consulting service;
 - c. capability building for IHCP personnel;
 - d. assistance in acquiring digital certificates through the designated certificate authority for authentication;
 - e. secure data storage back-end;
 - f. provision of a leased line to PhilHealth for purposes of transmitting electronic messages
2. **Compliance with PhilHealth Standards.** HITP agrees to develop systems in conformity and compliance with standards and specifications provided for in the PhilHealth Implementing Guide.
3. **Data Integrity.** HITP agrees that claims will be encoded in the premises of the IHCP, and further agrees that it will provide measures to ensure the integrity of the data from encoding to transmission of claims to PhilHealth in accordance with the standards set forth by PhilHealth.

4. **Data Privacy and Confidentiality.** HHTP agrees that it is absolutely prohibited to disclose, release, or sell information, or allow other parties to obtain a copy of any data from the system for any purpose other than that permitted by PhilHealth or as required by law. Further, HHTP agrees to provide systems that maintain the confidentiality of information between patients and IHCP, and between IHCP and PhilHealth.
5. **Non-Disclosure Agreement.** The HHTP agrees to execute, comply with and unconditionally abide by the terms and conditions of a 'Non-Disclosure Agreement' (NDA) in favor of PhilHealth and IHCP to cover the confidential information subject of this Agreement, and of which NDA shall form an integral part of this Agreement.
6. **Reporting.** HHTP agrees to immediately report to PhilHealth the following: a) any access, acquisition, use or disclosure of information that is unauthorized or violates any provision of the Non-Disclosure Agreement, and any governing laws of the Philippines, or that is otherwise prohibited under this Business Agreement; b) any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information from its utilities; c) any actual or suspected instance of theft involving client IHCP account. Finally, HHTP agrees to report the information in such manner as to enable PhilHealth and client IHCP to promptly investigate the incident, take remedial measures and comply with PhilHealth's obligation under applicable laws.
7. **Maintenance of a Secure Local Data Center.** HHTP agrees to store all data in its data center, which must be located and maintained in the Philippines, throughout the validity period of its accreditation with PhilHealth. This data center must meet international standards for security, redundancy, and data loss prevention;
8. **Data Encryption, Storage and Back-up.** HHTP agrees to provide appropriate safeguards to prevent access by unauthorized entities. It agrees to keep all data encrypted during transmission, in its resting state, and in storage, in compliance with standards set by PhilHealth. HHTP further agrees to provide encrypted back-up files to its client IHCP for the latter's consumption.
9. **Database Portability.** The HHTP acknowledges and agrees that the IHCP, at anytime, can request for a full back up of its database in a form that can be restored and utilized in the system of another HHTP.
10. **Data Ownership.** HHTP agrees that all client IHCP data lodged in its care/custody are rightfully owned by its respective client IHCP, even after contract obligations have been terminated. Upon termination/expiration of the Agreement, HHTP should turnover all data to owner and delete and not retain any data or copy thereof.
11. **Data Sovereignty.** HHTP agrees that all client IHCP data lodged in its care/custody are rightfully owned by its respective client IHCP, the jurisdiction of which shall be governed by Philippine laws and regulations.
12. **Data audit.** For audit and compliance purposes, HHTPs must retain, on behalf of their client IHCP, electronic files used in the utility service such as, but not limited to, the XML files (and versions thereof) and scanned documents.
13. **Document Attachment Format.** HHTP agrees to design its application to include submission of scanned documents as a Portable Data Format/Archive (**pdf/a**) file, accessible only to PhilHealth signed requests, through a URL created exclusively for that purpose.
14. **Facilitation of digital certificates.** HHTP agrees to assist IHCP in acquiring digital certificates, in the instance that the IHCP has its own capacity to develop its own electronic information system.
15. **Deference to PhilHealth Issuances.** HHTP agrees to abide by issuances released by PhilHealth, such as circulars, orders, and memoranda, related to the implementation of electronic utility services, and other relevant programs and projects;

16. **Updating of Applications.** HHTP agrees to regularly update their products and services, and ensure its compliance with policies of PhilHealth pertaining to it.
17. **Fees.** HHTP agrees that fees charged from IHCPs shall be reasonable and in accordance with rates set forth by PhilHealth.
18. **Marketing the Utility to IHCP.** HHTP agrees that IHCPs reserve the right to decide which HHTP they shall contract with, hence, HHTP agrees to employ fair market strategies and observance of code of ethics, with full cognizance of the existence of other accredited HHTPs, and only after receipt of the Certificate of Accreditation. HHTP agrees to submit promotional materials and collaterals to PhilHealth for approval prior to release/publication in any form of media.
19. **Attendance to Conferences.** HHTP agrees to designate appropriate technical and business officers as point persons who shall attend, without undue delay, PhilHealth invitations to consultation meetings, dialogues and other fora

D. Obligations and Undertakings of PhilHealth

1. PhilHealth agrees that HHTP is instrumental in the advancement of technological efficiencies in health insurance transactions, and as such, agrees to treat HHTP accordingly.
2. PhilHealth agrees to regularly furnish HHTP with technical standards and other parameters required for HHTP to update its systems.
3. PhilHealth agrees to provide technical assistance to HHTP, such as, but not limited to, network connectivity.
4. PhilHealth agrees to prescribe rates of fees that are reasonable and fair to both HHTP and IHCP.
5. PhilHealth agrees to provide HHTP with ample time for it to comply with PhilHealth technical standards.
6. PhilHealth agrees to conduct monitoring and evaluation activities regarding HHTP in a systematic and orderly manner and inform HHTP of the findings thereof.
7. PhilHealth agrees to involve HHTP in consultations and online forums.

II. BREACH AND TERMINATION OF BUSINESS AGREEMENT.

Any violation of any of the provisions of this Business Agreement whether directly or indirectly, shall constitute a breach of this Agreement and shall be a ground for PhilHealth, after due notice, to suspend or pre-terminate this Agreement and/or revoke the HHTP accreditation including the appurtenant benefits and opportunities incident thereto at any time during the term of the accreditation as may be determined by PhilHealth to protect the interests of the National Health Insurance Program.

III. TERM AND EFFECTIVITY OF ACCREDITATION.

This Business Agreement shall be valid for one (1) year which shall be reflected in the 'Certificate of Accreditation'. The Accreditation may be renewed upon re-application of the HHTP subject to the evaluation and approval of PhilHealth.

IV. MISCELLANEOUS PROVISIONS.

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

- (b) Phil Health and HTTP agree to confine their transactions exclusively to what is expressly stated in the terms of this Agreement. Accordingly, the parties herein recognize and understand that this agreement does not, in any manner, create a partnership, agency, joint-venture or any other connection that suggest or entail an employer-employee relationship between them.
- (c) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the Philippines.
- (d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (e) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.
- (f) This Agreement shall be governed and interpreted in accordance with Philippine law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ____ day of _____ at _____.

**PHILIPPINE HEALTH INSURANCE
CORPORATION**

By:

Name:
Title:

By:

Name:
Title:

WITNESSES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) s.s

BEFORE ME, a Notary Public for and in _____ this ____ day of _____,
personally appeared the following:

<u>Name</u>	<u>Government I.D. No.</u>	<u>Date & Place Issued</u>
_____	_____	_____
_____	_____	_____

known to be the same persons who executed the foregoing **BUSINESS AGREEMENT BETWEEN PHILHEALTH & HEALTH INFORMATION TECHNOLOGY PROVIDER** consisting of five (5) pages including this page where this acknowledgement is written and they acknowledged to me that the same is their free and voluntary act and deed as well as those of the corporations herein represented.

WITNESS MY HAND AND SEAL on the date and in the place above mentioned.

Doc. No. _____

Page No. _____

Book No. _____

Series of 2012.